

HOUSE _____ **AMENDMENT NO.** _____

Offered By

AMEND House Committee Substitute for Senate Bill No. 636, Page 16, Section 400.9-311, Line 25, by inserting after all of said section and line the following:

“441.060. 1. A tenancy at will or by sufferance, or for less than one year, may be terminated by the person entitled to the possession by giving one month's notice, in writing, to the person in possession, requiring the person in possession to vacate the premises.

2. An occupancy limitation of two persons per bedroom residing in a dwelling unit shall be presumed reasonable for this state. The two-person limitation shall not apply to a child or children born to the tenants during the course of the lease.

3. Except as otherwise provided by law, all contracts or agreements for the leasing, renting or occupation of stores, shops, houses, tenements or other buildings in cities, towns or villages, and of stores, shops, houses, tenements or other buildings except when such leasing, renting or occupation is as tenant of real estate used or rented for agricultural purposes, other than garden purposes, not made in writing, signed by the parties thereto, or their agents, shall be held and taken to be tenancies from month to month, and all such tenancies may be terminated by either party thereto, or the party's agent, giving to the other party, or the party's agent, one month's notice, in writing, of the party's intention to terminate such tenancy.

4. (1) Except as provided in subdivision (2), the landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy shall terminate upon a periodic rent-paying date not less than one month after the receipt of the notice.

(2) When a person occupies and has an ownership interest in a mobile home and is leasing the land or the lot upon which the mobile home is located, a tenancy for less than one year may be terminated by the landlord by giving written notice to the tenant that the tenancy shall terminate not sooner than sixty days from the date the rent payment next becomes due, notwithstanding any written lease provision regarding earlier lease termination to the contrary.

5. If after the rendition of a judgment and a request for an execution on any judgment rendered in an action pursuant to chapter 524, chapter 534, chapter 535, or this chapter and there is no stay of execution, the service officer fails to deliver possession of the premises to the

1 landlord within seven days of the delivery of the writ to such officer, the landlord may, within
2 sixty days, or fourteen days in cases involving residential property, of the date of the judgment, in
3 the presence of a municipal or county law enforcement officer of the jurisdiction in which the
4 premises are located, without breach of the peace, break and remove locks, enter and take
5 possession of the premises and remove any household goods, furnishings, fixtures or any other
6 personal property left in or at the premises, provided the law enforcement officer is first presented
7 a true copy of the judgment and order of execution, and the law enforcement officer acknowledges
8 in writing such presentation, and such acknowledgment is filed in court by the plaintiff within five
9 days following taking possession of the premises.

10 6. Except for negligent, willful or wanton acts or omissions of the landlord, or failure to
11 both timely obtain and file the law enforcement officer acknowledgment described in the
12 preceding subsection, the landlord shall have no liability for loss or damage to any household
13 goods, furnishings, fixtures or any other personal property left in or at the dwelling unit, by reason
14 of the landlord's removal of the property in accordance with the provisions of this section.”; and
15

16 Further amend said bill, Section 523.010, Page 42, Line 63, by inserting after all of said section
17 and line the following:
18

19 “534.055. If an unauthorized pet is located on the tenant's property, the landlord may enter
20 the tenant's property for purposes of removing such pet. As used in this section, "unauthorized
21 pet" means a pet prohibited by the lease and any animal deemed aggressive.

22 534.070. 1. When complaint to the circuit court of the proper county shall be made in
23 writing, signed by the party aggrieved, his agent or attorney, and sworn to, specifying the lands,
24 tenements or other possessions so forcibly entered and detained, or unlawfully detained, and by
25 whom and when done, it shall be the duty of the clerk of the court to issue a summons directed to
26 the sheriff or proper officer of the county, commanding him to summon the person against whom
27 the complaint shall have been made to appear, at a day in such summons to be specified.

28 2. A court date shall be assigned at the time the summons is issued. The court date shall
29 be for a day certain which is not more than [twenty-one] fourteen business days from the date the
30 summons is issued unless, at the time the case is filed, the plaintiff or plaintiff's attorney consents
31 in writing to a later date.

32 534.275. (1) If a tenant dies, the landlord may mail a notice to the last known address of
33 the deceased tenant explaining that his or her property will be removed from the premises within
34 ten days from the date of the certified mailing of the notice. If the property remains at such
35 premises, the property is deemed abandoned and the landlord is not responsible for the property.

36 (2) The landlord may prorate any rent that has already been received if the deceased

1 tenant's property is removed from the premises during a period for which rent has already been
2 paid.

3 (3) If the landlord reaches an agreement with the next of kin to hold the property beyond
4 the ten days as provided in this section, the landlord may charge the next of kin for reasonable and
5 necessary charges associated with the storage of the deceased tenant's property.

6 535.020. 1. Whenever any rent has become due and payable, and payment has been
7 demanded by the landlord or the landlord's agent from the lessee or person occupying the
8 premises, and payment thereof has not been made, the landlord or agent may file a statement,
9 verified by affidavit, with any associate circuit judge in the county in which the property is
10 situated, setting forth the terms on which such property was rented, and the amount of rent
11 actually due to such landlord; that the rent has been demanded from the tenant, lessee or person
12 occupying the premises, and that payment has not been made, and substantially describing the
13 property rented or leased. Giving the notice provided in section 441.060 is not required prior to
14 filing a statement or obtaining the relief provided in this chapter. In such case, the clerk of the
15 court shall immediately issue a summons directed to such tenant or lessee and to all persons
16 occupying the premises, by name, requiring them to appear before the judge upon a day to be
17 therein named, and show cause why possession of the property should not be restored to the
18 plaintiff. The landlord or agent may, in such an action for unpaid rent, join a claim for any other
19 unpaid sums, other than property damages, regardless of how denominated or defined in the lease,
20 to be paid by or on behalf of a tenant to a landlord for any purpose set forth in the lease; provided
21 that such other sums shall not be considered rent for purposes of this chapter, and judgment for
22 the landlord for recovery of such other sums shall not by itself entitle the landlord to an order for
23 recovery of possession of the premises. The provisions of this section providing for the filing of a
24 statement before an associate circuit judge shall not preclude adoption of a local circuit court rule
25 providing for the centralized filing of such cases, nor the assignment of such cases to particular
26 circuit or associate circuit judges pursuant to local circuit court rule or action by the presiding
27 judge of the circuit. The case shall be heard and determined under the practice and procedure
28 provided in the Missouri rules of civil procedure, except where otherwise provided by this
29 chapter.

30 2. If a judgment has been entered in favor of the plaintiff under subsection 1 of this
31 section for recovery of the premises, within ten days of such judgment, the sheriff of the county in
32 which the premises is located shall inspect the premises for safety prior to removal of contents, if
33 any.

34 535.030. 1. Such summons shall be served as in other civil cases at least four days before
35 the court date in the summons. The summons shall include a court date which shall not be more
36 than twenty-one business days from the date the summons is issued unless at the time of filing the

1 affidavit the plaintiff or plaintiff's attorney consents in writing to a later date.

2 2. In addition to attempted personal service, the plaintiff may request, and thereupon the
3 clerk of the court shall make an order directing that the officer, or other person empowered to
4 execute the summons, shall also serve the same by securely affixing a copy of such summons and
5 the complaint in a conspicuous place on the dwelling of the premises in question at least ten days
6 before the court date in such summons, and by also mailing a copy of the summons and complaint
7 to the defendant at the defendant's last known address by ordinary mail at least ten days before the
8 court date. If the officer, or other person empowered to execute the summons, shall return that the
9 defendant is not found, or that the defendant has absconded or vacated his or her usual place of
10 abode in this state, and if proof be made by affidavit of the posting and of the mailing of a copy of
11 the summons and complaint, the judge shall at the request of the plaintiff proceed to hear the case
12 as if there had been personal service, and judgment shall be rendered and proceedings had as in
13 other cases, except that no money judgment shall be granted the plaintiff where the defendant is in
14 default and service is by the posting and mailing procedure set forth in this section.

15 3. If the plaintiff does not request service of the original summons by posting and mailing
16 as provided in subsection 2 of this section, and if the officer, or other person empowered to
17 execute the summons, makes return that the defendant is not found, or that the defendant has
18 absconded or vacated the defendant's usual place of abode in this state, the plaintiff may request
19 the issuance of an alias summons and service of the same by posting and mailing in the time and
20 manner provided in subsection 2 of this section. In addition, the plaintiff or an agent of the
21 plaintiff who is at least eighteen years of age may serve the summons by posting and mailing a
22 copy of the summons in the time and manner provided in subsection 2 of this section. Upon proof
23 by affidavit of the posting and of the mailing of a copy of the summons or alias summons and the
24 complaint, the judge shall proceed to hear the case as if there had been personal service, and
25 judgment shall be rendered and proceedings had as in other cases, except that no money judgment
26 shall be granted the plaintiff where the defendant is in default and service is by the posting and
27 mailing procedure provided in subsection 2 of this section.

28 4. On the date judgment is rendered as provided in this section where the defendant is in
29 default, the clerk of the court shall mail to the defendant at the defendant's last known address by
30 ordinary mail a notice informing the defendant of the judgment and the date it was entered, and
31 stating that the defendant has ten days from the date of the judgment to file a motion to set aside
32 the judgment [or to file an application for a trial de novo in the circuit court, as the case may be,]
33 and that unless the judgment is set aside [or an application for a trial de novo] is filed within ten
34 days, the judgment will become final and the defendant will be subject to eviction from the
35 premises without further notice.

36 535.035. Notwithstanding any provision of law to the contrary, in any landlord-tenant

1 action, the summons may be served by either the sheriff or a private process server. The method
2 of service shall be determined by the landlord.

3 535.040. 1. Upon the return of the summons executed, the judge shall set the case on the
4 first available court date, so long as such date is within thirty days, and shall proceed to hear the
5 cause, and if it shall appear that the rent which is due has been demanded of the tenant, lessee or
6 persons occupying the property, and that payment has not been made, and if the payment of such
7 rent, with all costs, shall not be tendered before the judge, on the hearing of the cause, the judge
8 shall render judgment that the landlord recover the possession of the premises so rented or leased,
9 and also the debt for the amount of the rent then due, with all court costs and shall issue an
10 execution upon such judgment, commanding the officer to put the landlord into immediate
11 possession of the property leased or rented, and to make the debt and costs of the goods and
12 chattels of the defendant. No money judgment shall be granted to the plaintiff if the defendant is
13 in default and service was by the posting procedure provided in section 535.030 unless the
14 defendant otherwise enters an appearance. The officer shall deliver possession of the property to
15 the landlord within five days from the time of receiving the execution, and the officer shall
16 proceed upon the execution to collect the debt and costs, and return the writ, as in the case of
17 other executions. If the plaintiff so elects, the plaintiff may sue for possession alone, without
18 asking for recovery of the rent due.

19 2. Except for willful, wanton, or malicious acts or omissions, neither the landlord nor his
20 or her successors, assigns, agents, nor representatives shall be liable to any tenant or subtenant for
21 loss or damage to any household goods, furnishings, fixtures, or any other personal property left in
22 or at the dwelling by the tenant or subtenant of such dwelling, by the reason of the landlord's
23 removal or disposal of the property under a court-ordered execution for possession of the
24 premises.

25 3. Notwithstanding the provisions of subsection 2 of this section, if, after the sheriff has
26 completed the court-ordered execution, property is left by the tenant in or at the dwelling bearing
27 a conspicuous permanent label or marking identifying it as the property of a third party, the
28 landlord shall notify the third party by certified mail with a return receipt requested. The third
29 party shall be given an opportunity to recover such property within five business days of the date
30 such notice is received. If the landlord is unable to notify the third party, the landlord may remove
31 or dispose of such property and shall incur no liability for any loss or damage thereto.

32 535.110. Applications for [trials de novo and] appeals shall be allowed and conducted in
33 the manner provided in chapter 512; but no application for [a trial de novo or] an appeal shall stay
34 execution unless the defendant give bond, with security sufficient to secure the payment of all
35 damages, costs and rent then due, and with condition to stay waste and to pay all subsequently
36 accruing rent, if any, into court within [ten] three days after it becomes due, pending

determination of the [trial de novo or] appeal.

535.145. On the date a judgment is entered in favor of the landlord, the landlord has the right to enter, inspect, and record the condition of the premises.

535.160. 1. After a money judgment has been entered in favor of the plaintiff, the defendant shall pay such moneys within five days of such judgment with certified funds. If the defendant, on the date any money judgment is given in any action pursuant to this chapter, either tenders to the landlord, or brings into the court where the suit is pending, all the rent then in arrears, and all the costs, further proceedings in the action shall cease and be stayed. If on any date after the date of any original trial [but before any trial de novo] the defendant shall satisfy such money judgment and pay all costs, any execution for possession of the subject premises shall cease and be stayed; except that the landlord shall not thereby be precluded from making application for appeal from such money judgment. If for any reason no money judgment is entered against the defendant and judgment for the plaintiff is limited only to possession of the subject premises, no stay of execution shall be had, except as provided by the provisions of section 535.110 or the rules of civil procedure or by agreement of the parties.

2. If the landlord is required to hire an attorney for proceedings against the tenant, the tenant shall pay attorney fees if the landlord prevails in such action.

535.170. After the execution of any judgment for possession pursuant to this chapter, the lessee and the lessee's assignees, and all other persons deriving title under the lease from such lessee, shall be barred from reentry of such premises and from all relief, and except for error in the record or proceedings, the landlord shall from that day hold the demised premises discharged from the lease. Nothing in this section shall preclude an aggrieved party from perfecting an appeal [or securing a trial de novo] as to any judgment rendered, and may as a result of such appeal [or trial de novo] recover any damage incurred, including damages incurred from an unlawful dispossession.

535.190. If a tenant appears before a judge in an action for nonpayment of rent, the court shall inquire, on the record, about the tenant's current residence and current place of employment.

535.195. If the court does not follow the statutory time line for providing a court date and disposing of a landlord-tenant action for eviction, the court costs for the entire case shall be automatically waived by the court.

535.200. 1. In the twenty-second judicial circuit, upon adoption of an ordinance by the city of St. Louis providing for expenditure of city funds for such purpose, a majority of the circuit judges, en banc, may establish a landlord-tenant court, which shall be a division of the circuit court, and may authorize the appointment of not more than two landlord-tenant court commissioners. The landlord-tenant court commissioners shall be appointed by a landlord-tenant

1 court judicial commission consisting of the presiding judge of the circuit, who shall be the chair,
2 one circuit judge elected by the circuit judges, one associate circuit judge elected by the associate
3 circuit judges of the circuit, and two members appointed by the mayor of the city of St. Louis,
4 each of whom shall represent one of the two political parties casting the highest number of votes
5 at the next preceding gubernatorial election. The procedures and operations of the landlord-tenant
6 court judicial commission shall be established by circuit court rule.

7 2. Landlord-tenant commissioners may be authorized to hear in the first instance disputes
8 involving landlords and their tenants. Landlord-tenant commissioners shall be authorized to make
9 findings of fact and conclusions of law, and to issue orders for the payment of money, for the
10 giving or taking of possession of residential property and any other equitable relief necessary to
11 resolve disputes governed by the laws in chapters 441, 524, 534, and this chapter.

12 Landlord-tenant commissioners may not, by ex parte means, hear cases and issue orders.

13 3. Landlord-tenant commissioners shall be licensed to practice law in this state and shall
14 serve at the pleasure of a majority of the circuit and associate circuit judges, en banc, and shall be
15 residents of the city of St. Louis, and shall receive as annual compensation an amount equal to
16 one-third of the annual compensation of an associate circuit judge. Landlord-tenant
17 commissioners shall not accept or handle cases in their practice of law which are inconsistent with
18 their duties as a landlord-tenant commissioner and shall not be a judge or prosecutor for any other
19 court. Landlord-tenant commissioners shall not be considered state employees and shall not be
20 members of the state employees' or judicial retirement system or be eligible to receive any other
21 employment benefit accorded state employees or judges.

22 4. A majority of the judges of the circuit, en banc, shall establish operating procedures for
23 the landlord-tenant court. Proceedings in the landlord-tenant court shall be conducted as in cases
24 tried before an associate circuit judge. The hearing shall be before a landlord-tenant
25 commissioner without jury, and the commissioner shall assume an affirmative duty to determine
26 the merits of the evidence presented and the defenses of the defendant and may question parties
27 and witnesses. Clerks and computer personnel shall be assigned as needed for the efficient
28 operation of the court.

29 5. The parties to a cause of action before a commissioner of the landlord-tenant court are
30 entitled to file with the court a motion for a hearing in associate circuit court within ten days after
31 the mailing, or within ten days after service.

32 6. Operating procedures shall be provided for electronic recording of proceedings at city
33 expense. Any person aggrieved by a judgment in a case decided under this section shall have a
34 right to [a trial de novo in circuit court, or] an appeal to the appropriate appellate court, in the
35 same manner as would a person aggrieved by a decision of an associate circuit judge under section
36 535.110. The procedures for perfecting the right of [a trial de novo or] an appeal shall be the

1 same as that provided pursuant to sections 512.180 to 512.320.

2 7. Any summons issued for the proceedings in the landlord-tenant court shall have a
3 return date of ten days. The sheriff must attempt to serve any summons within four days of the
4 date of issuance.

5 8. All costs to establish and operate a landlord-tenant court under this section shall be
6 borne by the city of St. Louis.

7 535.210. 1. In the sixteenth judicial circuit, upon adoption of an ordinance by Jackson
8 County providing for expenditure of county funds for such purpose, a majority of the circuit court
9 judges, en banc, may establish a landlord-tenant court, which shall be a division of the circuit
10 court, and may authorize the appointment of not more than two landlord-tenant court
11 commissioners. The landlord-tenant court commissioners shall be appointed by a landlord-tenant
12 court judicial commission consisting of the presiding judge of the circuit, who shall be the chair,
13 one circuit judge elected by the circuit judges, one associate circuit judge elected by the associate
14 circuit judges of the circuit, and two members appointed by the county executive of Jackson
15 County, each of whom shall represent one of the two political parties casting the highest number
16 of votes at the next preceding gubernatorial election. The procedures and operations of the
17 landlord-tenant court judicial commission shall be established by circuit court rule.

18 2. Landlord-tenant commissioners may be authorized to hear in the first instance disputes
19 involving landlords and their tenants. Landlord-tenant commissioners shall be authorized to make
20 findings of fact and conclusions of law, and to issue orders for the payment of money, for the
21 giving or taking of possession of residential property and any other equitable relief necessary to
22 resolve disputes governed by the laws in chapters 441, 524, 534, and this chapter.
23 Landlord-tenant commissioners may not, by ex parte means, hear cases and issue orders.

24 3. Landlord-tenant commissioners shall be licensed to practice law in this state and shall
25 serve at the pleasure of a majority of the circuit and associate circuit judges, en banc, and shall be
26 residents of Jackson County, and shall receive as annual compensation an amount equal to
27 one-third of the annual compensation of an associate circuit judge. Landlord-tenant
28 commissioners shall not accept or handle cases in their practice of law which are inconsistent with
29 their duties as a landlord-tenant commissioner and shall not be a judge or prosecutor for any other
30 court. Landlord-tenant commissioners shall not be considered state employees and shall not be
31 members of the state employees' or judicial retirement system or be eligible to receive any other
32 employment benefit accorded state employees or judges.

33 4. A majority of the judges of the circuit court, en banc, shall establish operating
34 procedures for the landlord-tenant court. Proceedings in the landlord-tenant court, shall be
35 conducted as in cases tried before an associate circuit judge. The hearing shall be before a
36 landlord-tenant commissioner without jury, and the commissioner shall assume an affirmative

1 duty to determine the merits of the evidence presented and the defenses of the defendant and may
2 question parties and witnesses. Clerks and computer personnel shall be assigned as needed for the
3 efficient operation of the court.

4 5. The parties to a cause of action before a commissioner of the landlord-tenant court are
5 entitled to file with the court a motion for a hearing in associate circuit court within ten days after
6 the mailing, or within ten days after service.

7 6. Operating procedures shall be provided for electronic recording of proceedings at
8 county expense. Any person aggrieved by a judgment in a case decided under this section shall
9 have a right to [a trial de novo in circuit court, or] an appeal to the appropriate appellate court, in
10 the same manner as would a person aggrieved by a decision of an associate circuit judge under
11 section 535.110. The procedures for perfecting the right of [a trial de novo or] an appeal shall be
12 the same as that provided pursuant to sections 512.180 to 512.320.

13 7. Any summons issued for the proceedings in the landlord-tenant court shall have a
14 return date of ten days from the date of service. The sheriff must attempt to serve any summons
15 within four days of the date of issuance.

16 8. All costs to establish and operate a landlord-tenant court under this section shall be
17 borne by Jackson County.

18 535.300. 1. A landlord may not demand or receive a security deposit in excess of [two]
19 three months' rent.

20 2. Within thirty days after the date of termination of the tenancy, the landlord shall:

21 (1) Return the full amount of the security deposit; or

22 (2) Furnish to the tenant a written itemized list of the damages for which the security
23 deposit or any portion thereof is withheld, along with the balance of the security deposit. The
24 landlord shall have complied with this subsection by mailing such statement and any payment to
25 the last known address of the tenant.

26 3. The landlord may withhold from the security deposit only such amounts as are
27 reasonably necessary for the following reasons:

28 (1) To remedy a tenant's default in the payment of rent due to the landlord, pursuant to the
29 rental agreement;

30 (2) To restore the dwelling unit to its condition at the commencement of the tenancy,
31 ordinary wear and tear excepted; or

32 (3) To compensate the landlord for actual damages sustained as a result of the tenant's
33 failure to give adequate notice to terminate the tenancy pursuant to law or the rental agreement;
34 provided that the landlord makes reasonable efforts to mitigate damages.

35 4. The landlord shall give the tenant or his representative reasonable notice in writing at
36 his last known address or in person of the date and time when the landlord will inspect the

1 dwelling unit following the termination of the rental agreement to determine the amount of the
2 security deposit to be withheld, and the inspection shall be held at a reasonable time. The tenant
3 shall have the right to be present at the inspection of the dwelling unit at the time and date
4 scheduled by the landlord.

5 5. If the landlord wrongfully withholds all or any portion of the security deposit in
6 violation of this section, the tenant shall recover as damages not more than twice the amount
7 wrongfully withheld.

8 6. Nothing in this section shall be construed to limit the right of the landlord to recover
9 actual damages in excess of the security deposit, or to permit a tenant to apply or deduct any
10 portion of the security deposit at any time in lieu of payment of rent.

11 7. As used in this section, the term "security deposit" means any deposit of money or
12 property, however denominated, which is furnished by a tenant to a landlord to secure the
13 performance of any part of the rental agreement, including damages to the dwelling unit. This
14 term does not include any money or property denominated as a deposit for a pet on the premises.”;
15 and

16
17 Further amend said bill by amending the title, enacting clause, and intersectional references
18 accordingly.